

AG Contract No. KR01-1938-TRN
ADOT ECS File No. JPA 01-161
Project: Agua Fria Freeway (SR101L)
Section: Auxiliary Lane (EB, 67th – 59th Avenues)
TRACS No.: H 5985 01C and 01D
C-4430

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GLENDALE

THIS AGREEMENT is entered into 13 February, 2002, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the "City")

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and the City Charter, Article I, Section 3, to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to the State's proposed project to create an Auxiliary Lane between the 67th Avenue Eastbound (EB) entrance ramp and the 59th Avenue EB exit ramp, on the Agua Fria Freeway (Loop 101), the City requests and the State agrees, to incorporate the City's plans to widen 775' of Southbound (SB) 67th Avenue approaching the Traffic Interchange (TI), in order to create dual SB left turn lanes. This includes, but is not limited to: removing the existing median on the structure and relocating light poles and signal poles, herein referred to as "the Project", and described in Exhibit A, attached hereto and made a part hereof. The design and construction costs of the Project are estimated at \$567,000.00, detailed on Exhibits B, C, and D, attached hereto and made a part hereof.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 25142
Filed with the Secretary of State
Date Filed: 02/13/02

Petrey Gayles
Secretary of State

By: William D. Haenewald

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this agreement, invoice the City \$192,603.00 (See Exhibit D), for the City's estimated portion of the cost of the Project, which includes a **fixed rate** of 14% for construction engineering and administration.

b. Upon execution of this agreement and receipt of an invoice, remit to the City \$56,750.00, (See Exhibit B) for the City's estimated portion of the cost of the Project, for design and preparation of the project documents.

c. Will review and approve and/or provide comments to the Plans at 100% level and provide the City with its review comments within thirty (30) days of receipt of said Plans. If the State objects to the Plans within such 30-day period, the City and the State, at City's request, shall meet and confer to resolve any objections, and following any such meeting, The City shall include the agreed changes in the following plan submittal. Any review comments made to the revised Plans shall be made within 30 days of submittal and shall follow the procedure outlined above.

d. Within ten (10) days after submittal of the final plans and required bid documents including all clearances, will approve the Project for bid advertisement.

e. Call for bids, award one contract to accomplish the Project. Administer same and make all payments to the contractor. Be responsible for any design consultant or contractor claims for extra compensation attributable to the State.

f. Upon completion of the construction of the Project, invoice or reimburse the City any difference between the amount initially paid by the City and the actual costs for design and construction, plus a **fixed rate** of 14% for construction engineering and administration. Include a detailed recapitulation of costs with the invoice.

g. Notify the City in writing of any proposed contract modifications, change orders, letter agreements or force account work necessary to accomplish the City's portions of the Project, all of which shall be subject to the City's approval.

h. Upon completion of the Project, be responsible for maintenance of Loop 101 inside State right-of-way, from 67th Avenue to 59th Avenue, including traffic signals at the freeway ramp terminals.

2. The City will:

a. Upon execution of this agreement and receipt of an invoice, remit to the State \$192,603.00, (See Exhibit D) for the City's estimated portion of the cost of the Project, plus a **fixed rate** of 14% for construction engineering and administration.

b. Upon execution of this agreement, invoice the State \$57,000.00 (See Exhibit B), for the State's costs for the design and preparation of the project documents.

c. Prepare to State standards, construction plans, specifications material reports, drainage reports, environmental clearance, utility clearance, assist in the Right-of-Way clearance process, construction cost estimates and any other documents required for construction bidding and construction of the Project (collectively the "Plans").

d. Review the design documents and provide comments as appropriate.

e. All bid documents, all construction contracts (collectively, the "Construction Contract") and amendments, change orders and/or any other modifications thereto (all collectively, the "Construction Documents") will be approved jointly by the City and the State in their reasonable discretion prior to commencement of the bid or contract modification process.

f. Upon completion and acceptance of the Project, reimburse the State if the cost of the Project exceeds the amount of the City's remittance, within 30 days after receipt of an invoice for the actual cost for construction, inclusive of a fixed cost of 14% for actual costs for construction engineering and administration costs for the project.

g. Be responsible for any design consultant or contractor claims for extra compensation attributable to the City.

h. Upon completion of the Project, be responsible for the maintenance inside City right-of-way, excluding traffic signals at the freeway ramp terminals.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of the Project and payments; provided, however, that this agreement, except any provisions herein for perpetual maintenance, may be canceled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

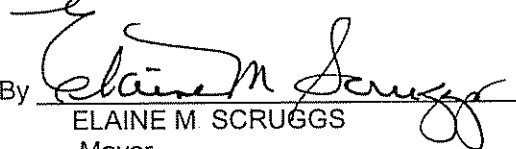
Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, MD 616E
Phoenix, AZ 85007

City of Glendale
Transportation Director
5850 W. Glendale Avenue
Glendale, AZ 85301

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

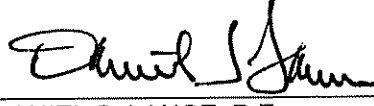
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF GLENDALE

By 
ELAINE M. SCRUGGS
Mayor

STATE OF ARIZONA

Department of Transportation

By 
DANIEL S. LANCE, P.E.
Deputy State Engineer

ATTEST

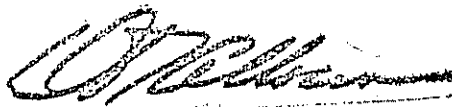
By 
PAMELA OLIVEIRA
City Clerk

01-161.doc
28Nov2001
revised13Dec2001
Final26Dec2001

RESOLUTION

BE IT RESOLVED on this 27th day of September 2001, that I, the undersigned MARY E. PETERS, as Director of the ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the STATE OF ARIZONA that the DEPARTMENT OF TRANSPORTATION, acting by and through the INTERMODAL TRANSPORTATION DIVISION, to enter into an agreement with the CITY OF GLENDALE, for the purpose of defining the responsibilities for the design, construction, construction engineering and administration of the City's plans to widen Southbound (SB) 67th Avenue approaching the Traffic Interchange (TI), in order to create dual SB left turn lanes, incident to the State's construction of an Auxiliary Lane between the 67th Avenue Eastbound (EB) entrance ramp and the 59th Avenue EB exit ramp, on the Agua Fria Freeway (Loop 101) .

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer or higher for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group

for MARY E. PETERS, Director

EXHIBIT A

Scope of Work

ADOT Portion EB Loop 101 Auxiliary Lane (67th Avenue to 59th Avenue)

The purpose of this project is to construct an auxiliary lane on the eastbound Loop 101 between 67th Avenue and 59th Avenue. The need for the auxiliary lane is created by the City of Glendale's desire to improve the interchange capacity by developing dual southbound left turns lanes across the freeway structure. The City approached ADOT with their proposed improvements for the interchange for concept approval prior to commencing with the design. ADOT then proposed to the City the merits of combining the two projects into one construction project.

The pavement marking for the eastbound 67th Avenue on-ramp was recently modified to accommodate the new standard drawing (4-M-1.26) for parallel entrance ramps. It does not appear that this pavement marking will need to be modified to develop the auxiliary lane. It should help both the design and construction of the auxiliary lane. With this new pavement markings and available shoulder, it is estimated that the actual pavement widening will be a 1000 feet long. This will provide a minimum 10-foot shoulder excluding the curb/gutter. With the existing parallel acceleration lane and the new widening, the actual length of the striped auxiliary lane will be approximately 1430 feet.

The following Scope of Work is proposed to develop the eastbound Loop 101 auxiliary lane:

Survey: The surveying task will consist of taking shots along the existing pavement edge of the mainline, ramps, and slopes as well as at all the drainage inlets, signs, light poles, and other prominent features. This information will be used to augment the as-built drawings in developing the base mapping.

Roadway Plans: The roadway plans will be developed per ADOT's Auxiliary Lane Policy. The existing curb/gutter will be saw cut/removed and replaced as necessary. The use of positive barrier may be necessary to protect the existing light poles and cantilever sign structure due to the reduction of the recovery area. The cross slope of the auxiliary lane will match the existing cross slope of the mainline. Dowels will be used to connect the new pavement to the existing pavement. The pavement for the auxiliary lane will be 12" PCCP on 6" AB, matching the mainline.

Drainage: There are three catch basins that will need to be modified to accommodate the widening. The existing catch basins will be removed and the laterals extended to connect to the new catch basins. A drainage analysis will be performed to verify that the existing and new catch basins will accommodate the increased drainage as a result of the pavement widening.

EXHIBIT A

Traffic: Construction sequencing, traffic control, and signing/markings plans will be developed for the auxiliary lane. The signing/pavement marking will adhere to Figure 4-3.9 (Typical Lane Drop Signing, Single Lane at Gore) of the MAG Network Signing Issues Final Report. A new cantilever sign structure will be required as well as two ground mounted signs. Two existing ground mounted signs will be relocated. Pavement marking will only be needed for the auxiliary lane. No modifications will be required of the mainline striping. Temporary concrete barrier will be utilized to separate the work area from vehicular traffic during construction.

Traffic Loops: There are three existing traffic loops in the mainline that will be need to be replaced due to the widening. The loop lead-in cables will be severed with the saw cutting for the widening. The associated pull box on the shoulder will not need to be replaced. It may be necessary to adjust the pull box with the slope modifications.

Slope: The widening will require the modification of the slope. There should not be need for any irrigation modifications as there is no existing vegetation within 15 feet of the existing back of curb.

Geotechnical: It is assumed that the pavement section of the auxiliary lane will match the mainline pavement section; therefore, it is assumed that no geotechnical work or reports will be required.

Environmental: ADOT's EPS group was contacted and it appears that a Categorical Exclusion (CE) may be warranted for the project. The time frame to obtain a CE for this project will be dependent on the cultural resources documentation and the potential for a noise analysis evaluation. The noise evaluation will have the largest impact on the project schedule and may push the advertisement date beyond the proposed September 2001 date.

Utilities: There does not appear to be any utilities in the project limits beyond those associated with ADOT's lighting and traffic counter loops. ADOT's Utility and Railroad Engineering Section will be contacted to obtain a utility clearance letter.

Right-of-way: The proposed improvements will be constructed within the existing right-of-way and will not require any right-of-way plans.

Submittals: Half-size plans, copies of the specifications, and the Engineer's Estimate will be submitted at the 95% design stage to ADOT for review and comment. Full-size vellums will be provided to ADOT for the PS & E submittal.

Advertisement: The advertisement date for the construction is currently planned for September 2001. This will be contingent on the obtainment of the Categorical Exclusion.

Estimate Construction Costs: As part of the development of this scope, a preliminary construction estimate was developed. It should be noted that the attached construction estimate does not include the improvements on 67th Avenue.

EXHIBIT A

City of Glendale Portion 67th Avenue Widening

The purpose of this project is to construct dual SB left turn lanes on 67th Avenue at the Loop 101 interchange. The need for this is created by the traffic congestion due to capacity restraints. This was the initial proposal started by the City of Glendale. When this was introduced to ADOT they decided to add the addition of an auxiliary to the project. This was planned to be done by ADOT and it made since to combine it with the City's project.

The addition of a turn lane for the Southbound traffic requires the modification of approximately 400' of median curb north of the intersection. There will also be an extension of the right turn lane of approximately 670'. This will necessitate the relocation of the tapered tube sign structure. The raised median on the bridge will also need to be removed for the addition of a second left turn lane. These improvements will triple the capacity for the left turn movement.

The following Scope of Work is proposed to develop the dual left turn lanes.

Data Collection

- (a) AZTEC will collect data that will include as-built plans from ADOT to supplement the survey and assist in the base map development. The utility companies will be contacted to verify their locations and identify any possible conflicts.
- (b) AZTEC will determine the contact person for each utility company that may be impacted by the construction of the improvements.

Survey

AZTEC will survey pavement features along 67th Avenue from the Behrend Drive intersection north to the Arrowhead Loop Road intersection. The survey will tie into the nearest survey brass cap. Information obtained will include over-head power, pavement features including curb, sidewalks, driveways, pavement striping, and other items that could affect the roadway improvements.

Concept Plan

AZTEC will develop a base plan from the survey, as-builts and field review in AutoCAD format. A concept plan will be developed that will create dual southbound left-turn lanes at the L101 interchange. It will include construction notes, and signing/stripping modifications. The proposed concept will be created as a separate layer in the base plan file.

Preliminary Estimate

AZTEC will develop a preliminary construction estimate for the proposed concept to be used by the City in identifying potential funding for the project.

Concept Meetings

AZTEC will attend separate meetings with the City and ADOT to present the concept.

EXHIBIT A

Roadway Construction Plans

AZTEC will develop roadway construction plans that will depict the necessary improvements to implement the concept. The roadway plans will be generated at a scale of 1" = 20'. We are anticipating 3 plan sheets, one cross section/construction notes sheet, and one detail sheet will be required to adequately detail the construction improvements. We are anticipating three submittals to the City during the development of the plans.

Signing/Marking Plans

AZTEC will develop signing/marketing construction plans that will depict the necessary traffic control devices to implement the concept. The signing/marketing plans will be developed at a scale of 1" = 40', with double stack plan views. We are anticipating 2 plan sheets and one general notes/summary sheet.

Traffic Signal Modifications

AZTEC will develop the signal modification plans to accommodate the new concept. This will include the installation of 'R' signal heads for the dual left-turn southbound movement and new detector loops to accommodate the new lane configurations. We are anticipating three plan sheets will be required (plan view, pole schedule and conductor schedule).

Utility Coordination

AZTEC will coordinate with the identified utilities to ensure there are not any conflicts between any existing utilities and the roadway improvements. We will coordinate with the identified utility companies to mitigate any impacted utilities.

Specials/Engineer's Estimate

AZTEC will develop special provisions and an engineer's estimate to supplement the construction plans. We anticipate assisting the City in preparing the Bid Documents to be provided to contractors.

**EXHIBIT B
JPA 01-161**

ESTIMATED MANHOURS								
NO.	TASK	PP	PM	PE	D/S	SUR	TECH	S/C TOTAL
1	Data Collection	-	1	-	-	-	-	1
	ADOT As-Builts	-	-	-	-	-	4	4
	Field Visit (3 people @ 3 hrs)	-	-	9	-	-	-	9
2	Survey	-	-	-	2	32	4	38
3	Roadway Construction Plans	-	20	-	-	-	-	20
	Design Data Sheet (1)	-	-	2	5	-	8	15
	Typical Section Sheet (1)	-	-	2	5	-	8	15
	Pipe Summary Sheet (1)	-	-	2	5	-	8	15
	Barrier Sheet (1)	-	-	2	5	-	8	15
	Detail Sheets (2)	-	-	8	12	-	20	40
	Plans Sheets (2)	-	-	10	20	-	30	60
	Profile Sheet (1)	-	-	2	5	-	8	15
	Pipe Profile Sheet (1)	-	-	2	5	-	8	15
4	Signing/Marking Plans	-	12	-	-	-	-	12
	General Notes Sheets (2)	-	-	4	8	-	14	26
	Sign Summary (1)	-	-	2	5	-	8	15
	Sign Structure Sheets (2)	-	-	4	10	-	16	30
	Sign Formats Sheet (1)	-	-	2	5	-	8	15
	Plan Sheets (2)	-	-	4	16	-	20	40
5	Traffic Control Plans	-	4	-	-	-	-	4
	General Sheets (2)	-	-	4	8	-	14	26
	Detail Sheets (2)	-	-	4	8	-	14	26
6	Utility Coordination	-	1	4	4	-	6	15
7	Specials/Engineer's Estimate	-	2	32	16	-	12	62
8	Meetings	-	-	-	-	-	-	0
	City of Glendale (2@ 2 hrs each)	-	4	4	-	-	-	8
	ADOT (2@ 2 hrs each)	-	4	8	-	-	-	12
TOTAL HOURS		0	48	111	144	32	218	0 553

EXHIBIT B
JPA 01-161

DIRECT COSTS

TRAVEL AND SUBSISTENCE

200 miles @ 34 5 cents/mile	\$69.00	
0 days @ \$26.00/day	\$0.00	
0 days @ \$52.50	\$0.00	
SUBTOTAL		\$69.00

PRINTING AND REPRODUCTION

1000 copies @ .05 ea	\$50.00	
11 X 17 Xerox Copies - 2 - 20 sets of 18 @ \$0.10 ea	\$72.00	
22 X 34 Final Mylar - 18 @ \$12.00 ea	\$216.00	

SUBTOTAL		\$338.00
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MISCELLANEOUS COSTS

FILM,DEVELOPING, ETC		\$25.00
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SUBS

EcoPlan Associates (Categorical Exclusion)	\$17,120.00	
		\$17,120.00

TOTAL		\$17,552.00
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EXHIBIT B
JPA 01-161

ESTIMATED DIRECT LABOR

CLASSIFICATION	ESTIMATED MANHOURS	AVERAGE HOURLY RATE	LABOR COST
PROJECT PRINCIPAL	0	\$38.11	\$0.00
PROJECT MANAGER	48	\$35.23	\$1,691.04
PROJECT ENGINEER	111	\$32.29	\$3,584.19
DESIGNER/SURVEYOR	144	\$23.05	\$3,319.20
SURVEY CREW (2 PERSON)	32	\$34.37	\$1,099.84
TECHNICIAN/DRAFTER	218	\$18.65	\$4,065.70
SECRETARY/CLERICAL	0	\$13.67	\$0.00

TOTAL	553		
ESTIMATED DIRECT LABOR			\$13,759.97

PROVISIONAL OVERHEAD @ 159% OF DIRECT LABOR	\$21,878.35
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ESTIMATED DIRECT EXPENSES(SEE ATTACHED SHEET)

TRAVEL AND SUBSISTENCE	\$69.00	
PRINTING AND REPRODUCTION	\$338.00	
MISCELLANEOUS COSTS	\$25.00	
SUBS	\$17,120.00	
		\$17,552.00

TOTAL ESTIMATED COST TO CONSULTANT	\$53,190.32
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NET FEE @ 10% OF DIRECT LABOR AND OVERHEAD	\$3,563.83
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TOTAL COST	\$56,754.15
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PROPOSED FEE	\$56,750.00
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EXHIBIT C

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
2010001	CLEARING AND GRUBBING	L. SUM	1	\$5,000.00	\$5,000.00
2020001	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L. SUM	1	\$15,000.00	\$15,000.00
2020021	REMOVAL OF CONCRETE CURB AND GUTTER	L. FT.	1380	\$4.00	\$5,520.00
2020024	REMOVAL OF CONCRETE SIDEWALKS, DRIVEWAYS AND SLABS	L. SUM	1	\$2,250.00	\$2,250.00
2020029	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.	260	\$12.00	\$3,120.00
2020034	REMOVAL OF SIGNS	L. SUM	1	\$400.00	\$400.00
2030301	ROADWAY EXCAVATION	CU. YARD	1023	\$25.00	\$25,575.00
209005	FURNISH WATER	M. GAL	110	\$10.00	\$1,100.00
3030022	AGGREGATE BASE CLASS 2	CU. YARD	338	\$40.00	\$13,520.00
4010010	PORTLAND CEMENT CONCRETE (10")	SQ. YD.	180	\$30.00	\$5,400.00
4010012	PORTLAND CEMENT CONCRETE (12")	SQ. YD.	774	\$25.00	\$19,350.00
4040262	ASPHALT BINDER (PG 64-16)	TON	15	\$150.00	\$2,250.00

EXHIBIT C

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
4060021	ASPHALT CONCRETE (BASE MIX)	TON	299	\$100.00	\$29,900.00
4060027	MINERAL ADMIXTURE (FOR BASE MIX)	TON	3	\$100.00	\$300.00
5010111	PIPE, CORRUGATED METAL, SLOTTED, 24"	L. FT.	55	\$70.00	\$3,850.00
5011023	PIPE REINFORCED CONCRETE, CLASS III, 24"	L. FT.	22	\$60.00	\$1,320.00
5030190	RECONSTRUCT CATCH BASIN (CAP)	EACH	2	\$2,000.00	\$4,000.00
5030606	CONCRETE CATCH BASIN (C-15.92) (H=8' OR LESS)	EACH	2	\$3,000.00	\$6,000.00
5050201	RESET FRAME AND COVER FOR MANHOLE	EACH	2	\$350.00	\$700.00
6060080	FOUNDATION FOR SIGN BRIDGE STRUCTURE (TAPER TUBE)	EACH	2	\$3,500.00	\$7,000.00
6060148	CANTILEVER SIGN STRUCTURE (TUBULAR) (43')	EACH	1	\$30,000.00	\$30,000.00
6060247	FOUNDATION FOR CANTILEVER SIGN STRUCTURE (TUBULAR)	EACH	1	\$6,000.00	\$6,000.00
6060303	RELOCATE EXISTING TAPERED TUBE SIGN STRUCTURE	L. SUM	1	\$1,500.00	\$1,500.00
6070041	SIGN POST (P-1) (PERFORATED) (SINGLE)	L. FT.	48	\$20.00	\$960.00

EXHIBIT C

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
6070046	FOUNDATION FOR SIGN POST (P-1) (PERFORATED)	EACH	6	\$175.00	\$1,050.00
6080002	REGULATORY, WARNING, OR MARKER SIGN PANEL WITH TYPE II SHEETING	SQ.FT.	69	\$30.00	\$2,070.00
6080062	EXTRUDED ALUMINUM SIGN PANEL WITH TYPE II SHEETING	SQ.FT.	363	\$35.00	\$12,705.00
6080101	MISCELLANEOUS WORK (SIGNS)	L. SUM	1	\$2,000.00	\$2,000.00
7010001	MAINTENANCE AND PROTECTION OF TRAFFIC	L. SUM	1	\$50,000.00	\$50,000.00
7010006	FURNISH AND INSTALL TEMPORARY TRAFFIC CONTROL DEVICES	L. SUM	1	\$5,000.00	\$5,000.00
7010010	TEMPORARY CONCRETE BARRIER (NEW INSTALLATION)	L. FT.	1350	\$10.00	\$13,500.00
7020011	"IMPACT ATTENUATION DEVICE(SAND BARREL CRASH CUSHION,TYPE A)"	EACH	1	\$6,000.00	\$6,000.00
7040003	PAVEMENT MARKING (WHITE SPRAYED THERMOPLASTIC) (0.060)	L. FT.	5200	\$1.00	\$5,200.00
7040004	PAVEMENT MARKING (YELLOW SPRAYED THERMOPLASTIC) (0.060)	L. FT.	780	\$1.00	\$780.00
7040072	PAVEMENT MARKING (TRANSVERSE)(THERMOPLASTIC)(ALKYD)(0.090")	L. FT.	230	\$1.00	\$230.00
7040073	PAVEMENT LEGEND (EXTRUDED THERMOPLASTIC)(ALKYD)(0.090")	EACH	5	\$150.00	\$750.00

EXHIBIT C

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
7040074	PAVEMENT SYMBOL (EXTRUDED THERMOPLASTIC)(ALKYD)(0.090")	EACH	11	\$150.00	\$1,650.00
7042031	PRIMER-SEALER COAT FOR PCCP THERMOPLASTIC STRIPING	L. FT.	3750	\$1.00	\$3,750.00
7042051	REMOVAL OF CURING COMPOUND FROM PCCP STRIPING	L. FT.	970	\$1.00	\$970.00
7060013	PAVEMENT MARKER, RAISED, TYPE C	EACH	140	\$5.50	\$770.00
7310200	POLE FOUNDATION (TYPE A)	EACH	1	\$500.00	\$500.00
7310371	POLE FOUNDATION (COG DETAIL PF2)	EACH	3	\$500.00	\$1,500.00
7310821	REMOVE EXISTING FOUNDATIONS	EACH	6	\$450.00	\$2,700.00
7310832	RELOCATE EXISTING LIGHT POLES	EACH	3	\$750.00	\$2,250.00
7320030	ELECTRICAL CONDUIT (1") (PVC)	L. FT.	15	\$10.00	\$150.00
7320050	ELECTRICAL CONDUIT (2") (PVC)	L. FT.	250	\$10.00	\$2,500.00
7320420	PULL BOX (NO. 7)	EACH	1	\$400.00	\$400.00
7320440	PULL BOX (NO. 5) (COG)	EACH	1	\$300.00	\$300.00

EXHIBIT C

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
7320650	CONDUCTORS	L. SUM	1	\$1,500.00	\$1,500.00
7330135	TRAFFIC SIGNAL FACE (TYPE R)	EACH	2	\$400.00	\$800.00
7370300	REMOVE AND SALVAGE OR REINSTALL ELECTRICAL EQUIPMENT	L. SUM	1	\$600.00	\$600.00
7350142	LOOP DETECTOR (6' X 40') (QUAD)	EACH	1	\$750.00	\$750.00
7350155	LOOP DETECTOR (6' X 6')(PREFORMED)	EACH	3	\$550.00	\$1,650.00
7360404	SIGN LIGHTING FIXTURE	EACH	1	\$400.00	\$400.00
8060051	REMOVE AND SALVAGE EXISTING VEGETATION	L. SUM	1	\$3,000.00	\$3,000.00
8080646	RESET FRAME AND COVER FOR VALVE BOX	EACH	1	\$250.00	\$250.00
9010001	MOBILIZATION	L. SUM	1	\$35,000.00	\$35,000.00
9050025	GUARDRAIL TERMINAL (ET-2000-PLUS OR SKT 350)	EACH	1	\$1,500.00	\$1,500.00
9050404	GUARDRAIL TRANSITION , W-BEAM TO CONCRETE HALF BARRIER	EACH	1	\$1,500.00	\$1,500.00
9050419	GUARDRAIL TRANSITION (C-10.31)	EACH	1	\$1,200.00	\$1,200.00

EXHIBIT C

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
9080001	CONCRETE CURB (C-05.10) (TYPE A)	L.FT.	710	\$15.00	\$10,650.00
9080090	CONCRETE CURB AND GUTTER (C-10.31)	L.FT.	19	\$20.00	\$380.00
9080084	CONCRETE CURB AND GUTTER (C-05.10) (TYPE B)	L. FT.	376	\$15.00	\$5,640.00
9080104	CONCRETE CURB AND GUTTER, TYPE D (MAG DET. 220)	L. FT.	670	\$20.00	\$13,400.00
9080296	CONCRETE SIDEWALK RAMP (TYPE 5)	EACH	1	\$750.00	\$750.00
9100000	CONCRETE BARRIER (SINGLE FACE WITH GUTTER)	L. FT.	568	\$80.00	\$45,440.00
9100007	CONCRETE HALF BARRIER TRANSITION (20-FT) (C-10.75)	EACH	1	\$1,500.00	\$1,500.00
9240050	MISCELLANEOUS WORK (RESTORE IRRIGATION)	L. SUM	1	\$1,000.00	\$1,000.00
9240170	CONTRACTOR QUALITY CONTROL	L. SUM	1	\$4,000.00	\$4,000.00
9250000	CONSTRUCTION SURVEYING AND LAYOUT	L. SUM	1	\$5,000.00	\$5,000.00
				SUBTOTAL	\$442,650.00
		CONSTRUCTION ENGINEERING (14 %)			\$61,971.00
				TOTAL	\$504,621.00

EXHIBIT "D"

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
2020021	REMOVAL OF CONCRETE CURB AND GUTTER	L. FT.	1380	\$4.00	\$5,520.00
2020024	REMOVAL OF CONCRETE SIDEWALKS, DRIVEWAYS AND SLABS	L. SUM	1	\$2,250.00	\$2,250.00
2020029	REMOVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ. YD.	260	\$12.00	\$3,120.00
2020034	REMOVAL OF SIGNS	L. SUM	1	\$400.00	\$400.00
4010010	PORTLAND CEMENT CONCRETE (10")	SQ. YD.	180	\$30.00	\$5,400.00
4040262	ASPHALT BINDER (PG 64-16)	TON	15	\$150.00	\$2,250.00
4060021	ASPHALT CONCRETE (BASE MIX)	TON	299	\$100.00	\$29,900.00
4060027	MINERAL ADMIXTURE (FOR BASE MIX)	TON	3	\$100.00	\$300.00
5050201	RESET FRAME AND COVER FOR MANHOLE	EACH	2	\$350.00	\$700.00
6060080	FOUNDATION FOR SIGN BRIDGE STRUCTURE (TAPER TUBE)	EACH	2	\$3,500.00	\$7,000.00
6060303	RELOCATE EXISTING TAPERED TUBE SIGN STRUCTURE	L. SUM	1	\$1,500.00	\$1,500.00
6070046	FOUNDATION FOR SIGN POST (P-1) (PERFORATED)	EACH	1	\$175.00	\$175.00

EXHIBIT "D"

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
7010001	MAINTENANCE AND PROTECTION OF TRAFFIC	L. SUM	1	\$33,000.00	\$33,000.00
7010006	FURNISH AND INSTALL TEMPORARY TRAFFIC CONTROL DEVICES	L. SUM	1	\$3,300.00	\$3,300.00
7040003	PAVEMENT MARKING (WHITE SPRAYED THERMOPLASTIC) (0.060)	L. FT.	3900	\$1.00	\$3,900.00
7040004	PAVEMENT MARKING (YELLOW SPRAYED THERMOPLASTIC) (0.060)	L. FT.	780	\$1.00	\$780.00
7040072	PAVEMENT MARKING (TRANSVERSE)(THERMOPLASTIC)(ALKYD)(0.090")	L. FT.	230	\$1.00	\$230.00
7040073	PAVEMENT LEGEND (EXTRUDED THERMOPLASTIC)(ALKYD)(0.090")	EACH	5	\$150.00	\$750.00
7040074	PAVEMENT SYMBOL (EXTRUDED THERMOPLASTIC)(ALKYD)(0.090")	EACH	11	\$150.00	\$1,650.00
7042031	PRIMER-SEALER COAT FOR PCCP THERMOPLASTIC STRIPING	L. FT.	2800	\$1.00	\$2,800.00
7060013	PAVEMENT MARKER, RAISED, TYPE C	EACH	70	\$5.50	\$385.00
7310200	POLE FOUNDATION (TYPE A)	EACH	1	\$500.00	\$500.00
7310371	POLE FOUNDATION (COG DETAIL PF2)	EACH	3	\$500.00	\$1,500.00
7310821	REMOVE EXISTING FOUNDATIONS	EACH	6	\$450.00	\$2,700.00

EXHIBIT "D"

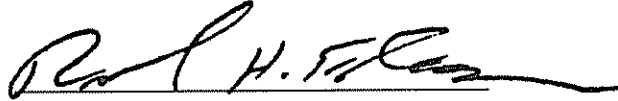
Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
7310832	RELOCATE EXISTING LIGHT POLES	EACH	3	\$750.00	\$2,250.00
7320030	ELECTRICAL CONDUIT (1") (PVC)	L. FT.	15	\$10.00	\$150.00
7320050	ELECTRICAL CONDUIT (2") (PVC)	L. FT.	250	\$10.00	\$2,500.00
7320420	PULL BOX (NO. 7)	EACH	1	\$400.00	\$400.00
7320440	PULL BOX (NO. 5) (COG)	EACH	1	\$300.00	\$300.00
7320650	CONDUCTORS	L. SUM	1	\$1,500.00	\$1,500.00
7330135	TRAFFIC SIGNAL FACE (TYPE R)	EACH	2	\$400.00	\$800.00
7370300	REMOVE AND SALVAGE OR REINSTALL ELECTRICAL EQUIPMENT	L. SUM	1	\$600.00	\$600.00
7350142	LOOP DETECTOR (6' X 40') (QUAD)	EACH	1	\$750.00	\$750.00
8060051	REMOVE AND SALVAGE EXISTING VEGETATION	L. SUM	1	\$3,000.00	\$3,000.00
8080646	RESET FRAME AND COVER FOR VALVE BOX	EACH	1	\$250.00	\$250.00
9010001	MOBILIZATION	L. SUM	1	\$11,900.00	\$11,900.00

JPA 01-161

APPROVAL OF THE CITY OF GLENDALE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF GLENDALE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 9th day of January, 2002.

A handwritten signature in black ink, appearing to read "Paul H. F. [unclear]", written over a horizontal line.

City Attorney

RESOLUTION NO. 3530 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR INTERSECTION IMPROVEMENTS AT 67TH AVENUE AND LOOP 101 FREEWAY INTERCHANGE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

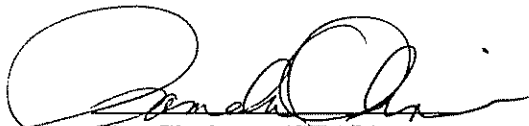
SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Intergovernmental Agreement between the City of Glendale and the Arizona Department of Transportation (JPA 01-161) be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.


PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 8th day of January, 2002.


MAYOR


ATTEST:


City Clerk (SEAL)

APPROVED AS TO FORM:


City Attorney

REVIEWED BY:


City Manager



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

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JANET NAPOLITANO
ATTORNEY GENERAL

MAIN PHONE : (602) 542-5025

FACSIMILE : (602) 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR01-1938TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED: February 4, 2002.

JANET NAPOLITANO
Attorney General

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

724195